NUMBER 55101 RECORDED MAY 1,1935 J.D. GOURLEY,ET UX TO DAVID S. FERGUESTON ET UX

V. I. E.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED TWENTY FIVE ($525.00) - - DOLLARS of which ONE HUNDRED ($100.00) DOLLARS has been paid in cash by DAVID S .FERGUESON AND WIFE CATHERINE J. FERGUESON receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED TWENTY-FIVE ($425.00) DOLLARS the said DAVIDSON S. FERGUESTON AND WIFE, CATHERINE J. FERGUESON HAVE THIS DAY EXECUTED THEIR FORTY-TWO (42) JOINT PROMISSORY NOTES. OF EVEN DATE HEREWITH, FORTY-ONE (41) OF SAID NOTES BEING IN THE AMOUNT OF TEN ($10.00) DOLLARS EACH AND ONE NOTE FOR FIFTEEN ($15.00) DOLLARS, BEING THE LAST NOTE. THE FIRST OF SAID SERIES OF NOTES FALLS DUE ON APRIL 30TH,1935 AND ONTE NOTE ON THE 20TH DAY OF EACH SUCCEEDING MONTH THEREAFTER UNTIL ALL ARE PAID, SAID NOTES BEING PAYABLE TO J.D. GOURLEY

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

WE, J.D. GOURLEY AND WIFE, BESSIE GOURLEY have this day bargained and sold, and do hereby transfer and convey, unto the said DAVID S. FERGUESON AND WIFE, CATHERINE J.FERGUESON,THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

"SITUATED IN THE NINTH CIVIL DISTRICT OF DAVIDSON COUNTY, AND DESCRIBED AND AS FOLLOWS; BEGINNING IN THE CENTER OF THE NEW CHARLOTTE ROAD;THENCE N.51° W.58 POLES TO A STAKE 1/2 POLE WESTERLY FROM A RED OAK STUMP WITH SEVERAL SMALL SPROUTS MARKED AS POINTERS ON A RIDGE OF J.D. GOURLEY'S CORNER;THENCE WITH HIS LINE S.74° W.24 POLES TO A STAKE WITH A SMALL SASSAFRAS MARKED AS A POINTER HIS CORNER ON NORTH HILLSIDE NEAR TOP;THENCE S.35° W. 30 POLES TO A STAKE WITH RED OAK POINTER ON A SOUTHWEST HILLSIDE, HIS CORNER; THENCE S.35° E. 76-1/3 POLES TO A STAKE IN CENTER OF SAID CHARLOTTE ROAD, HIS CORNER; THENCE WITH SAME N.38° E. 70-2/5 POLES TO THE BEGINNING, CONTAINING 26-1/4 ACRES MORE OR LESS.

AND BEING A PART OF THE 380 ACRE TRACT, KNOWN AS THE SECOND TRACT, CONVEYED IN DEED FROM R.E.L. PARMAN AND WIFE TO J.D.GOURLEY ,ET UX, REGISTERED IN BOOK 931, PAGE 217, REGISTER'S OFFICE OF DAVIDSON COUNTY,TENNESSEE."

I declare that I am the true and lawful holder of the claim secured by the foregoing deed of trust, which has been recorded, and hereby authorize the Register to enter the satisfaction thereof of record. Witness my hand this the ... day of ..., 1938

Attest: ...

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said DAVID S. FERGUESON AND WIFE, CATHERINE J.FERGUESON,THEIR heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. WE further covenant and bind OUR heirs and representatives, to warrant and forever defend the title to said real estate to said DAVID S. FERGUESON AND WIFE , CATHERINE J.FERGUESON,THEIR heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said DAVID S. FERGUESON AND WIFE, CATHEREIN J.FERGUESON do hereby transfer and convey unto ANDREW D. TANNER , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE , the said DAVID S. FERGUESON AND CATHERINE J.FERGUESON , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ --- until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE , the said DAVID S. FERGUSON AND CATHERINE J.FERGUESON , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, IF WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to DAVID S. FERGUESON, HIS representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to ANDREW D. TANNER Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said J.D. GOURLEY AND WIFE, BESSIE GOURLEY and DAVID S. FERGUESON AND WIFE CATHERINE J. FERGUESON , hereunto set our hands at NASHVILLE , Tennessee, this the 30 day of APRIL , 1935.

J.D. GOURLEY
BESSIE GOURLEY
DAVID S.FERGUESON
CATHERINE J. FERGUESON

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DODSON BATSON , a Notary Public in and for said County and State, the within named J.D. GOURLEY AND WIFE, BESSIE GOURLEY AND DAVID S. FERGUESON AND WIFE, CATHERINE J.FERGUESON the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BESSIE GOUREEY AND CATHERINE J.FERGUESON , WIVES OF THE SAID J.D. GOURLEY AND DAVID S. FERGUESON having appeared before me privately and apart from THEIR husband S , the said BESSIE GOURLEY AND CATHERINE J.FERGUESON , acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE , Tennessee, this 30 day of APRIL , 1935.

My commission expires APRIL 4,1939 . (Seal) DODSON BATSON
Notary Public.

U.S.R.S. $.50

REC'D APRIL 30 ,1935 AT 11:56 A.M.